

Jennifer Wood  
Mayor

J. Carlos Gomez  
Mayor Pro Tem

Chuck McGuire  
Councilmember

Donald Parris  
Councilmember

Eugene Stump  
Councilmember



## AGENDA

### CITY OF CALIFORNIA CITY CONTINUED JOINT MEETING OF THE CITY COUNCIL AND THE SUCCESSOR AGENCY FOR THE CALIFORNIA CITY REDEVELOPMENT AGENCY

Friday November 17, 2017 at 2:30 pm  
(Continued Meeting from the Regular Meeting held on November 14, 2017)

Council Chambers  
21000 Hacienda Blvd.  
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

**NOTE:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting

November 17, 2017

**NEW BUSINESS / CITY COUNCIL**

**NB 6. Appointment of Interim City Manager – City Attorney Bettenhausen**

Recommendation

Council discuss and approve

**ADJOURNMENT**

**AFFIDAVIT OF POSTING:** This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk



## **PROFESSIONAL SERVICES AGREEMENT**

for Interim Professional Management services

THIS **PROFESSIONAL SERVICES AGREEMENT** (the "master agreement") is entered into this \_\_\_\_<sup>th</sup> day of November, 2017, by and between the CITY OF CALIFORNIA CITY, a municipal corporation in the State of California ("City"), and Municipal Solutions, LLC, an Arizona limited liability corporation ("Firm"), to provide various professional executive level consultants on an as needed basis.

### **RECITALS**

WHEREAS, City is in need of professional interim staffing services, at this time and possibly in the future; and

WHEREAS, City desires to retain firm to furnish professional interim services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, the Firm desires to provide the Services upon the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Agreement for Firm to provide professional services to the City upon the terms and conditions set forth herein and to agree to terms and conditions that will govern other such related services as may be requested by the City Council from time to time (the "Services");

### **AGREEMENT**

NOW, THEREFORE, City agrees to retain and does hereby retain the Firm, and the Firm agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

#### **1. FIRM'S DUTIES**

Firm agrees to provide executive level interim professionals on an *as needed* basis, and as more specifically set forth in each Exhibit A, attached hereto and incorporated herein by reference ("Services"). Nothing stated herein shall obligate City to continue to utilize the services of one or more of Firm's interim professionals. City may suspend or discontinue the use of any interim professional in its sole and absolute discretion without penalty, subject to the terms of Exhibit A.

For each engagement hereunder, a description of the services to be provided, the expected start date, fees and expenses, and other details regarding the services shall be set forth in a schedule to this Agreement, and must each be approved in advance by the City Council and Firm. Each of the individuals to be provided by Firm to perform services shall be referred to herein as an "Interim Professional", or collectively as "Interim Professionals."

If the City is not satisfied with any Interim Professional, the City, at its option, may request that the Firm replace such Consultant at any time, for any reason. Consultant shall endeavor to provide, at no



additional cost, a replacement under the same terms continuing the existing Agreement, with such replacement to be in place and serving the City within ten (10) business days of the date request from City. In such event, City will cooperate with Firm in selecting a replacement candidate.

## **2. COMPENSATION**

- a. **Standard Compensation.** In accordance with the terms and conditions of this Agreement, City shall compensate Firm for its services as follows: Firm's sole compensation shall be as provided in the attached Exhibit A.
- b. **Additionally Requested Services.** Should the City request additional services beyond those specified in Section 1, the Firm shall charge, and the City shall pay, a rate as mutually agreed upon in writing prior to Firm performing the additional services. Costs caused by delays in the performance of requested services or by improperly timed activities shall be borne by the party responsible thereof. Unless otherwise included in this Agreement, the Firm shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.
- c. **Employment of Firm's Personnel/Consultants.** If at any time during the term of this Agreement, or any applicable Exhibits, Schedules or Contract Amendments, or within one (1) year thereafter, City hires, contracts with or engages in any way, directly or indirectly, with any consultant who has been provided by Firm to provide Services to the City under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the City (other than through the Firm), the City hereby agrees to pay the Firm an Engagement Fee equal to 20% of the agreed upon equivalent annualized salary, fees or other compensation to be paid to or for the benefit of such individual, payable to Firm at the time of such engagement of such individual's services begin.

## **3. TERM**

This master Agreement between Firm and City shall be effective upon approval by both parties. This Agreement shall remain in effect for one (1) year or until terminated pursuant to the provisions provided hereunder, however specific engagements detailed in attached Exhibits A to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term.

If for any reason there is proposed to be a change in the Consultant providing services under Exhibit A, both parties must mutually agree on the terms of the new Exhibit A in advance of any service being provided by the new Consultant. If any aspect of this Agreement is found to be unlawful, then either party may immediately terminate the Agreement without any further obligation to each other.

## **4. BILLING / INVOICING**

Firm shall invoice City bi-monthly on a timely basis. City shall pay such billings within fifteen (15) days of the date of receipt of the Firm's invoice, or in a manner comparable to the payment of other City employees.



## 5. CITY'S PERFORMANCE STANDARDS

City shall furnish the Firm with all data, information and other supporting services necessary for Firm to provide the services provided for herein.

## 6. FIRM'S PERFORMANCE STANDARDS

While performing the services, Firm and any Interim Professional shall exercise the reasonable professional care and skill customarily exercised by reputable members of Firm's or Interim Professional's profession, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. The Firm and the Interim Professional shall comply with the provisions of the laws of the State of California, the Ordinances of the City, the policies and procedures adopted and used by the City, and any formal actions of the City Council and all other applicable laws and regulations.

Firm shall be responsible for all acts, errors or omissions Firm or any Interim Professional commits in the performance of this Agreement that are a breach of this standard.

## 7. CONFIDENTIALITY

The Firm, and any Interim Professional or individuals hired by Firm, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement. Interim Professionals will refrain from activities that are harmful to the image of the City and the Firm. In the implementation of the assignment the expert will adhere to *"The values and policies of Municipal Solutions"* which are an integral part of this agreement (see Exhibit B).

## 8. NOTICES

All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

To the City:                      City: California City  
                                            Human Resources Director: Mary Johnson  
                                            Address: 21000 Hacienda Blvd  
                                            City, State, Zip: California City, CA 93505

To the Firm:                      Municipal Solutions, LLC  
                                            Attn: David A. Evertsen, CEO & Principal  
                                            875 So. Estrella Parkway #5038  
                                            Goodyear, AZ 85338

## 9. TERMINATION

This Agreement between Firm and City may be terminated by either party upon ten (10) days written notice. If this Agreement is terminated, Firm shall immediately stop rendering services under this Agreement. Firm shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Firm shall deliver to City all work in any state of completion at the date of effective termination.



## 10. SUBCONSULTANTS

Firm agrees that it is fully responsible to City for the acts and omissions of its subconsultants, including but not limited to each of the Interim Professionals, together with any persons either directly or indirectly employed by the Firm. The City's only contractual relationship shall be with Firm. Nothing contained in the Agreement shall create any contractual relationship between any of the Interim Professionals and City.

## 11. RECORDS

Records of Firm's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Firm shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

## 12. INSURANCE

Firm and Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, by its Interim Professionals, agents, representatives, or employees.

### Minimum Scope and Limits of Insurance

Firm and Consultant shall maintain limits no less than:

- *\$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).*
- *\$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).*
- *Workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against City, its elected and appointed officials, employees and volunteers.*
- *\$1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.*

If the Firm maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by the Firm.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

### Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The entity (City), its officers, officials, employees, and volunteers are to be covered as insureds



with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Firm.

- For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under state law.
- Firm shall ensure that Consultants are covered under the policies required in this section, and shall provide evidence of that coverage to City.

#### Acceptability of Insurers

Insurance is to be placed with admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

#### Verification of Coverage

Firm shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Subcontractors

The Firm shall include all Interim Professionals as insureds under its policies or shall furnish separate certificates and endorsements for each subcontract Interim Professional. All coverages for subcontract Interim Professional shall be subject to all of the requirements stated herein.

### **13. EXCLUSIVITY / NON-EXCLUSIVITY**

Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Firm. City is free to enter any other contracts for the same or similar services as it determines to be necessary or appropriate.

### **14. UNCONTROLLABLE FORCES**

City and the Firm shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes,



lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

## **15. MUTUAL INDEMNIFICATION:**

15.1 By the Firm: Firm waives all rights to claim, assert or recover from the City, its officers, officials, representatives, agents, officers, employees, and any other individual(s), firm(s), organization(s), or entities associated with the City for any claims, liability, or actions which may result, in whole or in part, from the acts or omissions of the City, its representatives, agents, officers, employees, and/or any other individual(s), firm(s), organization(s), or entities associated with the City, other than for the other Parties' nonperformance pursuant to this Agreement. Further, the Firm agrees to defend, hold harmless and indemnify the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for, including but not limited to, negligent acts or omissions, injury or death to any person, arising in whole or in part from the negligence, fraud or willful misconduct of the Firm, any Interim Professional, Consultant, or their agents or representatives, in the execution or performance of this Agreement. This indemnification shall be binding on the Firm and Firm's Interim Professionals, Consultants, agents, successors and approved assignees, and shall apply any time a claim is brought without a prior showing of Firm's, Interim Professional's or Consultant's negligence, fraud, or willful misconduct.

15.2 By the City: To the fullest extent permitted by law, and except as otherwise provided herein, City shall defend, indemnify, and hold Firm, its officers and its employees, agents and subconsultant Interim Professionals harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with any act or omission of City, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the City's obligations under this Agreement. The City shall also defend, indemnify, and hold Firm, its officers and its employees, agents and subconsultant Interim Professionals harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the acts of Firm or its employees, agents, or subconsultants while acting within the course and scope of providing services to City under this Agreement; provided, however, that this indemnification shall not apply to any negligent acts or omissions, willful misconduct or negligent conduct whether active or passive, on the part of Firm or the Firm's agents. This section shall survive the expiration or early termination of the Agreement.

## **16. WAIVER OF TERMS AND CONDITIONS**

The failure of the City or the Firm to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.



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#### **17. INDEPENDENT FIRM**

It is expressly agreed and understood by and between the City and the Firm that the Interim Professionals are independent contractors working for the Firm and, as such, the Interim Professionals are not City employees, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an Independent Contractor to the Firm, the Interim Professionals are fully aware that they are solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, health insurance, disability insurance, life insurance, workers compensation insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an Independent Contractor, Interim Professional will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit (other than as set forth herein). Firm and the Interim Professional shall be responsible to indemnify City against any claim made by any party related to the duties and obligations under this section. If an issue arises that was not anticipated by the parties concerning this section, then the parties will meet in good faith to discuss possible resolution.

#### **18. ARBITRATION**

In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Firm and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and the Firm shall request the presiding judge of the Mojave Court in and for Kern County, State of California, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and the Firm. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

#### **19. GOVERNING LAW AND VENUE**

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Kern County, State of California. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.



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## **20. OWNERSHIP OF RECORDS AND REPORTS**

All of the files, reports, documents, information and data prepared or assembled by Firm under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

## **21. LICENSES AND PERMITS**

Firm represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. The Firm understands that the activity described herein may constitute "doing business in the City of..." and the Firm agrees to obtain any necessary business tax license of the City, and keep such license current during the term of this Agreement. Any activity by subconsultants within the corporate City limits, will invoke the same business tax regulations on any subconsultants, and Firm ensures its subconsultant will obtain any required business tax license. Failure of Firm to obtain said permits prior to the commencement of its work shall mean breach of this agreement.

## **22. NONASSIGNMENT**

This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Firm. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Firm shall not assign any monies due or to become due hereunder without the prior written consent of City.

## **23. ENTIRE AGREEMENT**

This Agreement and any attachments represent the entire agreement between City and Firm and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that, no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

## **24. SEVERABILITY**

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

## **25. CONFLICTS OF INTEREST**

Municipal Solutions' employees, agents, consultants, analysts and Interim Professional adhere to the International City / County Managers Association (ICMA) Code of Ethics, and company policy (Exhibit B), to represent the company using the highest professional standards. The City understands that the Firm has ongoing commitments, contracts and personal interests outside the terms of this Agreement. Pursuant to State Statute, the Firm agrees to avoid and or disclose any potential conflicts which might prohibit the Firm or Consultant from performing the duties as assigned. In the foregoing event, the City may terminate this Agreement as described in Section 9.

## **26. AMERICANS WITH DISABILITIES ACT**

This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-  
*Professional Services Agreement for Interim Professional Management Services*



336, 42 U.S. C. 1.2101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Firm shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Firm shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

## **27. STATEMENT OF NON-SUSPENSION OR DISBARRMENT**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Firm acknowledges, by signature to this agreement, that:

- Firm is not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;
- Firm's principals, agents, and consultants are not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;

## **28. UNDOCUMENTED WORKERS**

Firm understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of appropriate state laws, Firm hereby warrants to the City that the Firm and each of its Interim Professional will comply with, and are contractually obligated to comply with, all Federal and Immigration laws and regulations that relate to their employees and applicable California State Statutes (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Firm to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Firm or Interim Professional who works on this Agreement to ensure that the Firm or Interim Professional is complying with the Immigration Warranty. Firm agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Firm and any of Interim Professional to ensure compliance with Immigration Warranty Firm agrees to assist the City in regard to any random verification(s) performed.

Neither the Firm nor any Interim Professional shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and any E-Verify requirements prescribed by California law. The provisions of this paragraph must be included in any contract the Firm enters into with any and all of its Interim Professional who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of California by a Interim Professional of the Firm.

## **29. NON-COLLUSION / NO KICK-BACK CERTIFICATION**

Firm warrants that it has not colluded with any individual or company, and that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City shall



have the right to annul this Agreement without liability, or, at its discretion, to deduct from the compensation to be paid Firm hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

City warrants that no member of the City Council/ City Commission or any employee of the City has an interest, financially or otherwise, in the Firm or the Firm's officers, agents, consultants, analysts or Interim Professionals other than under this Agreement. For breach or violation of this warranty, the Firm shall have the right to annul this Agreement without liability, or at its discretion to add additional compensation to be paid City hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.



**MUNICIPAL SOLUTIONS**®

EFFICIENCY. TECHNOLOGY. SAFETY.

**Municipal Solutions, LLC**

**City of California City**, a municipal corporation in  
the State of California

\_\_\_\_\_  
David A. Evertsen, CEO & Principal  
875 So. Estrella Parkway #5038  
Goodyear, AZ 85338

\_\_\_\_\_  
Jennifer Wood, Mayor

ATTEST

\_\_\_\_\_  
Denise Hilliker, City Clerk

TERMS REVIEWED AND AGREED TO BY:

APPROVED AS TO FORM

\_\_\_\_\_  
Robert Stockwell, Interim Professional

\_\_\_\_\_  
Christian Bettenhausen, City Attorney



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## **Exhibit A to Firm Agreement**

**City:** City of California City

**Interim Professional/Contractor:** Robert Stockwell.

**Services:** The Interim Professional/Contractor assigned by Municipal Solutions ("Firm") shall serve as the City's Interim City Manager.

(For purposes of this Exhibit the Interim Professional shall be hereinafter referred to as the "Contractor")

**Expected Commencement Date for Engagement:** November 15, 2017

**Expected Work Performance:**

(1) Duties & Authority

- (a) During the term of this Agreement Contractor shall be serving as the chief executive officer of the City, and be responsible to the City Council for the proper administration of all affairs of the City.
- (b) Contractor shall perform all of the duties of a City Manager as set forth in the California Government Code, and the City's Municipal Code, policies and procedures approved by the City Council.
- (c) The Contractor shall also serve as the chief executive of other City-related legal entities commonly headed by the City Manager. Such other legal entities include the Successor Agency to the Redevelopment Agency.
- (d) Contractor shall undertake to lead recruitment efforts for a permanent City Manager, if directed by the City Council.
- (e) Contractor shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.
- (f) To accomplish this, Contractor shall have the power and shall be required to:
  - (i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. Contractor shall receive notice of all regular and special meetings of the City Council.
  - (ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.



- (iii) Direct the work of all elective and appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. Contractor may undertake any study or investigation Contractor believes is necessary or desirable and shall make any study or investigation the City Council directs. Contractor shall endeavor to implement changes that Contractor believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
- (iv) Recommend to the City Council from time to time, adoption of such measures as Contractor may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
- (v) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
- (vi) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
- (vii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

- (a) Contractor is an independent contractor and not an employee of the City. Contractor is temporarily filling a position under this Agreement which is considered exempt as that term is used in the Fair Labor Standards Act (FLSA). In filling that position Contractor and Firm understand Contractor is required to engage in those hours of work which are necessary to fulfill the normal obligations of the Interim City Manager's position, that Contractor does not have a set number of hours of work, and Contractor is expected to be available at all times. The parties agree that the fees required to be paid from City to Firm under this Agreement shall be the sole compensation paid for Contractor's services. The parties agree that no overtime will be required to be paid by City under any circumstances related to the work performed by Contractor in fulfilling the duties of an Interim City Manager. Firm agrees to indemnify, defend and hold City harmless for any injury, damage, claim or proceeding seeking to recover overtime or alleging a violation of the FLSA related to Contractor's work.



- (b) It is recognized that Contractor must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end Contractor's schedule of work each day and week shall vary in accordance with the work required to be performed. Contractor shall spend sufficient hours on site to perform Contractor's duties. However, Contractor shall have reasonable discretion over how and when Contractor's work will be performed.
- (c) Contractor shall not spend time teaching, consulting, speaking, or conducting other non-City connected business without first obtaining the prior consent of the City Council.
- (3) Residence During periods when Contractor is providing services to City under this Agreement Contractor shall reside within a reasonable response distance of City Hall.

**Fees:** City shall pay to Firm the Fees set forth below, in consideration of the Services rendered by the Firm and the Consultant:

Compensation	Payment
Rate of Pay	The City shall pay Firm the following Rate of Pay to cover the Contractor's Services to the City: \$135,000 / yr, prorated to \$11,250 per month, paid bi-weekly. This amount is based on the currently authorized salary schedule for the City Manager position.
Lodging	The City will not provide any Housing Allowance. However, City shall provide Firm with a one-time payment of \$500 to cover initial housing costs incurred at the inception of the contract.
Mileage Reimbursement	City shall <u>not</u> reimburse for any personal mileage incurred, or for any mileage to or from the Contractor's place of residence. City business shall be conducted using a city vehicle, described below.
Air Travel	City shall not reimburse for any air travel expenses, except for business travel which has been pre-approved by the City Council. However, City shall pay Firm a one-time amount of \$300.
Business-related Expenses	City <u>shall</u> reimburse Firm for any authorized business-related expenses incurred by the Contractor in performing his duties under this Agreement.
Automobile	A City vehicle will be assigned during the term of employment. No out of state travel is authorized using a city vehicle without the city council's prior written authorization. No other automobile allowance will be paid during the term of this Agreement, except City shall pay Firm a one-time \$225 payment to cover initial



	rental car expenses.
Performance Evaluation	The City Council shall endeavor to conduct a performance evaluation within 90-days from the Commencement Date of Contractor's duties. The performance evaluation will be conducted using performance criteria typically used to evaluate city managers.
Service Fee	The City shall pay Firm the following Service Fee equal to 20% of Interim Rate of Pay (\$27,000/ yr. prorated to \$2,250 per month).

**No Other Benefits.** Consultant is an independent contractor, and not an employee of the City. Accordingly, the compensation set forth in this Agreement shall be the sole compensation paid to Firm and Consultant for the services being provided. No other benefits shall be paid to Firm or Consultant.

**Term:** The work of the Contractor for City shall commence upon the stated Commencement Date, and shall continue until terminated by either party. The parties are contemplating a term of six (6) months ending on May 12, 2018, but the Agreement may be terminated or extended as provided herein.

**Possible Future Employment of Contractor:**

- a. Although it is not guaranteed in any way, it possible this position could transition to a Full-time employment position in the sole and absolute discretion of the City Council. The Firm is fully agreeable to allowing the Contractor to be hired by City at any time during the term of this Agreement. Any decision to hire the Contractor to a full time employment position would be:
  1. Based upon the City Council's evaluation of the Contractor's performance during the term of this Agreement,
  2. Based on the ability of Contractor and City to independently agree upon the terms of an employment contract for the permanent position, and
  3. Subject to the payment of any amount required to be paid from City to Firm in the Agreement between City and Firm (See Section 2c).

**Termination:**

The Services being provided by the Contractor may be terminated by either party with or without cause by providing the other party at least fifteen (15) days' prior written notice of termination. If a reason is stated for the termination, the Firm and Contractor shall be given seven (7) days to cure the issue which is the cause of termination. If the party giving the notice agrees that the issue has been cured during the seven (7) day period, then the notice of termination shall be revoked and have no force or effect. It is understood and agreed that if for any reason the Consultant originally appointed cannot perform his duties, the City, in its sole discretion, may terminate this Agreement or request that Firm provide a substitute. Should the City terminate this agreement without cause, City shall pay to the Firm as a termination fee of fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of City's early termination and May 14, 2018.



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### Incorporation of Master Agreement

The Master Agreement between Firm and City, of which this Exhibit A is a part, is hereby expressly incorporated by this reference as if fully stated herein. Contrator acknowledges that he has reviewed the Master Agreement, and agrees to its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

City: City of California City

ATTEST:

City Manager \_\_\_\_\_

Date: \_\_\_\_\_

City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to and accepted by Municipal Solutions, LLC:

David A. Evertsen, CEO

\_\_\_\_\_

Date: \_\_\_\_\_

Robert Stockwell, Interim Professional

\_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT B: THE VALUES AND POLICIES OF MUNICIPAL SOLUTIONS LLC

Municipal Solutions is committed to strengthening local government worldwide. With this mission in mind MS has formulated values and policies that steer the operation of our organization.

- I. **Code of Conduct.** Wherever we operate we aim for the highest standards of performance and behavior in everything we do, according to certain principles that shall govern the conduct of every employee and expert of Municipal Solutions. (See Code of Conduct below). We are aware that statements on paper are not sufficient to avoid condemnable behavior so we see the Code of Conduct as an instrument which is only useful if we discuss the mentioned values when we are confronted with dilemma's in the daily practice of our work. The management will review annually our attention for the values expressed in the Code of Conduct.
- II. **Human Resources.** Our Analysts, Senior Analysts, Consultants and Board Members are central to everything we do. Municipal Solutions will invest in skills and talents of their employees through ongoing training and development.
- III. **Security and Safety.** We take security and safety very seriously. That is why we have a well elaborated security and safety policy to protect our employees and experts on assignments around the world.
- IV. **Sustainable Entrepreneurship.** We want to contribute to sustainable growth that is why we operate in a way that minimizes negative environmental impact and maximizes positive social impact.

### Code of Conduct Municipal Solutions

1. We are dedicated to the concepts of effective, efficient local government service delivery and strive to assist local governments globally to fulfill their stewardship to the residents of the communities served.
2. We affirm the dignity and worth of the services rendered by democratic government and maintain a constructive, creative, and practical attitude to local government affairs and a deep sense of social responsibility.
3. We know that we are the ambassadors of Municipal Solutions. We are dedicated to the highest ideals of honor, integrity and trustworthiness in all public and personal relationships, which means amongst other things that the use of illegal drugs, excessive consumption of alcohol, sexual harassment and bribery are prohibited in all circumstances. We are fair and do not discriminate.
4. We strive to achieve the highest quality, effectiveness and dignity in both the process and the products of our professional work. We only accept an assignment if we are able to offer the know-how and qualifications to fulfill. We are straight and clear in our accountability for the results and failures of our work. We are open for criticism and see that as a stimulus for improving the quality of work.
5. We acquire and maintain professional competence, share information with our colleagues, and accept and provide appropriate professional review.
6. We listen carefully to our clients, partners and contracting agents in order to be able to understand and address their real needs.
7. We know that we are doing our work on the request of our clients. We respect cultural values, sensitivities and national laws of the country in which we work. We stick to contracts, agreements, and assigned responsibilities.
8. We honor property rights including copyrights and patent and give proper credit for intellectual property. We respect the privacy of others and honor confidentiality.
9. We are aware that we sometimes work under difficult or dangerous circumstances and we fully comply with the 'Security and Safety Policy' of Municipal Solutions.
10. We uphold and promote the principles of this Code.

When becoming aware of a possible violation of the Municipal Solutions Code of Conduct by staff or experts of the organization, people are encouraged to report the matter to Municipal Solutions. In reporting the matter people may choose to go on record as the complainant or report the matter on a confidential basis. Reports of violation can be sent to our CEO and Principal, David Evertsen: 623 207-1309 via Email: [devertsen@municipalsolutions.org](mailto:devertsen@municipalsolutions.org)